

**Spencerport Canal Days
130 South Union St.
Spencerport, NY 14559**

Saturday, July 27, 2019 11am-5:30pm and Sunday July 28, 2019 11am-5:30pm

Wine Tasting Contract



Contract made between **Spencerport Canal Days**, a corporation incorporated under the laws of New York State, with production offices at 130 S. Union St. Spencerport, NY and _____ a Winery with offices located at _____ whose federal tax identification number is _____. Winery agrees to provide wine tasting services at Spencerport Canal Days. Spencerport Canal Days agrees to permit such provisions of a wine tasting service with a Farm Market Permit under the following conditions:

RELATIONSHIP OF PARTIES The parties act as independent contractors. Nothing herein contained shall create or be construed as creating employment, a partnership, joint venture, or agency relationship between the parties, and no party shall have the authority to bind the other in any respect.

INCORPORATION OF APPLICATION The Winery agrees to comply with all policies and procedures as indicated in this document. Winery also recognizes that Spencerport Canal Days has the right to reasonably modify the conditions of its permission to Winery participation in Spencerport Canal Days. Accordingly, Winery agrees to comply with Spencerport Canal Days reasonable directions, which may not be published or contained herein.

RECITALS The Winery agrees to participate in the wine tasting event at Spencerport Canal Days on July 27, 2019, and July 28, 2019, with the hours of 11:00 AM – 5:30 PM on both days. The Winery shall set up its tasting area between 9:30 am and 10:45 am on the days of the Event. The Winery can strike their area after 5:30 on the last day of the Event. The area must be totally cleared by 6:00 pm on July 28.

CONSIDERATION The Winery agrees to pay a fee of \$100.00 to Spencerport Canal Days. The Winery will make a deposit of \$25.00, along with an application. If paid in full by April 30, 2019, your fee will be reduced to \$90.00. All fees are due on or before June 30, 2019.

TAXES The Winery shall be solely responsible for the payment of New York sales tax and any taxes levied by any other governmental organization with respect to sales or activity of Winery under this agreement. **Winery shall properly display their current New York State Sales Tax Certificate at the festival.**

INSURANCE The Winery agrees to file with Spencerport Canal Days, no later than 21 days prior to the start of the Spencerport Canal Days event, a Certificate of Insurance with proof of the following coverage:

1. General Liability in minimum limits of \$1,000,000
2. Products Liability in minimum limits of \$1,000,000
3. Workers' compensation in accordance with the laws of NYS

The Additional Insured, as listed in the attached Application, must be named on all liability policies for the duration of each Event. The foregoing coverage and limits are to be considered as minimum requirements. This insurance shall be issued by a company or companies licensed to do business in NYS and shall provide for written notification to Spencerport Canal Days 30 days prior to termination or restrictive amendment. Failure to provide the certificate of insurance shall terminate this contract.

AMENITIES Spencerport Canal Days agrees to provide the Winery with the following amenities at Winery's space location:

- a. one 10x10 display space in a tent
- b. one – 8 foot covered table
- c. four staff badges for Vendor booth
- d. one booth sign with Vendor name
- e. one 15-amp, 110 volt circuit – no extension cords
- f. ice and water for rinsing your cups
- g. wine product storage service

Spencerport Canal Days shall have at least two people conducting age proofing. Spencerport Canal Days personnel shall proof all people who enter the wine tasting area. The Winery will not serve wine to people less than 21 years of age or who appear to be intoxicated.

The Winery shall be responsible for general cleanup in the service area during and after the festival

All product prices shall be prominently displayed at wine tasting. No products will be left in the tent over night.

INDEMNIFICATION The Winery shall defend with competent counsel, indemnify and hold Spencerport Canal Days harmless from and against any and all liabilities, claims, suits, damages, losses, judgments, penalties, premiums, contributions, fines, and increased costs and expenses (including reasonable attorney's fees and other expenses) arising out of damages caused by either willful conduct, error, omission or negligent act of or its agents of employees toward Spencerport Canal Days or any third party. This obligation shall survive the termination of this contract.

LICENSES, PERMITS The Winery shall obtain all permits necessary to serve wine at a tasting at Spencerport Canal Days, including all necessary permits from the City of Rochester and County of Monroe and agrees to provide Spencerport Canal Days with proof of such permits.

***** Under no circumstances will a Winery be allowed to set up operations unless we have a copy of their NYS Certificate of Authority to Collect Sales and Use Tax, a current insurance certificate using the proper wording as stated and a fully executed contract by June 30, 2019. *****

AUTHORIZED SIGNATORY The individual executing this contract on behalf of the Winery represents and warrants that he/she is duly authorized by the Winery to enter into this contract.

IN WITNESS WHEREOF, the parties have signed this contract as follows:

Spencerport Canal Days

Winery

By: _____

By: _____

Contact Name _____

Contact Phone _____

Contact E-Mail _____

Send contract, application and payment to:

**Spencerport Canal Days
130 South Union St
Spencerport, NY 14559**

**Spencerport Canal Days
130 South Union St.
Spencerport NY, 14559
2018 Wine Tasting Contract – Application
Return this form with your deposit/fee**

Business Name _____

Contact Name _____

Address _____

Phone _____

Wines and Other Items _____

Do you need electric? _____

Dates **Saturday, July 27, 2019 – Sunday, July 28, 2019**

Hours of Operation Winery must be ready to serve at all times 11:00 am – 5:30 pm daily
Location 10 x 10 space inside wine tent

Set Up Time 9:30 am - 10:45 am

Fees Total of \$100.00 to the Spencerport Canal Days, including a deposit of \$25.00
If your fee is paid in full by April 30, 2019 it will be reduced to \$90.00.
All fees and paperwork must be received on or before June 30, 2019.

Additional Insured The Additional Insured for the Festival are as follows:
A Certificate of Insurance for Spencerport Canal Days listing,
Spencerport Canal Days, Inc., 130 South Union Street Spencerport, NY 14559

You are required to supply us all fees and paperwork by June 30, 2019

- Signed contract
- Total fee
- Copy of NYS Permission to Collect Sales and Use Tax
- Certificate of Insurance
- Verification of NYS Tasting Permit
- Winery information including a list of wines and any other items you are going to sell